



MEMORANDUM OF AGREEMENT AND RELEASE

By entering into this Memorandum of Agreement and Release, The Idaho Foodbank (IFB) and _____ (Partner Agency) agree that they have a shared commitment to work toward common goals of maximizing the provision of safe and nutritious food resources to people in need within their service area, maintaining high standards of customer service, storage, handling and distribution. Parties agree that to accomplish the purpose of this agreement requires cooperation and collaboration between them.

A. Joint Responsibilities for IFB and Partner Agency

1. Follow safe and proper storage and handling of donated and purchased goods in accordance with all local, state and federal regulations for food safety.
2. Follow eligibility requirements for receipt, transfer and use of donated food as outlined in IRS Tax Code 170(e)(3).
3. Agree and adhere to any/all additional donor stipulations regarding donated food and agree that all items are accepted in "as is" condition.
4. Follow a solicitation policy to protect prior working relationships with food donors. If a donor who has previously donated to one or the other, through a national or local agreement, decides to change the recipient, both parties agree that the other shall receive at least as much of the product as previously received.
5. IFB will provide a partnership decal to be displayed along with hours of service. Partner Agency may choose whether to display the partnership decal.
6. Either party may terminate this agreement for any reason upon giving 30 days prior written notice. Any food on hand at the Partner Agency that was received from IFB must be returned to IFB at the time of partnership termination.
7. Prohibit discrimination to any individual because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
8. Provide notification in writing of any staffing or procedural changes that may affect this agreement.
9. Require staff and volunteers, who provide direct service or have access to recipient information, to sign a formal confidentiality agreement that respects recipient information.
10. Respect and honor agreed upon schedules for facility distribution and/or delivery of food. If changes are required, notification will be given as much in advance as possible.
11. IFB will use due diligence in providing food to Partner Agency and Partner Agency will hold harmless IFB and the primary donor from any and all claims or causes of action attributed to the use of donated food.

B. The Idaho Foodbank Responsibilities

1. Maintain and devote resources for the acquisition and distribution of food throughout the service area. This will include food solicitation, fundraising, media outreach and food distribution in a fair and equitable manner in the entire service area.
2. Provide educational training and outreach materials while following an active policy of agency development and retention to ensure the highest quality of service to the end user.

C. Partner Agency Responsibilities

1. Follow all state and federal laws governing 501 (c)(3) private nonprofits, provide proof of current 501 (c)(3) status with a copy of an IRS tax exemption letter or organized church letter.
2. Agreement that the original donor, Feeding America, and The Idaho Foodbank:
 - a) Are released from any liabilities resulting from donated goods;
 - b) Are held harmless from any claims or obligations in regard to the Partner Agency or donated goods;
 - c) Offer no express warranties in relation to the gift of goods.
3. Distribute all donated and purchased products received from IFB free of charge for the use by the ill, needy, or infants (minor children) limited to distribution and use in Idaho in accordance with IRS Tax Code Section 170(e)(3) as outlined in the Partner Agency Manual. Product will not be sold, transferred or bartered for money, properties or services.
4. Food recipients cannot be required to volunteer or work for food, attend educational or religious classes or workshops, to pray or participate in religious services in order to receive food.
5. Follow all food storage and proper handling procedures as established in the IFB Partner Agency Manual. Must have at least one person with a Food Safety Certification or ServSafe® Certification deemed responsible for food safety protocol and training of volunteers. All food received with restrictions will be handled in accordance with guidelines.
6. Allow an initial site visit by IFB to ensure facility meets standards set by IFB and Feeding America as well as other regulatory agencies. Thereafter, IFB may conduct a site visit at any time, but at least every two years.
7. Abide by the policies, procedures, record keeping and reporting requirements as outlined in the IFB Partner Agency Manual. All monthly reports of people served are to be filed with IFB no later than the 10th day of the following month of service.
8. Provide payment of any Partner Agency authorized charges within 30 days of receipt of billing.
9. Ensure timely arrival and departure for all scheduled appointments at IFB facility.
10. Publicly display days and hours of operation and notify IFB of any changes in services hours. Some exceptions may be granted to comply with Partner Agency service requirements.
11. Make every effort to assist in food drives and media opportunities, if requested by IFB, to promote hunger awareness issues.
12. Attend educational workshops and trainings as deemed necessary by IFB.
13. Participate in Partner Agency meetings, focus groups, surveys, data collection, and feedback opportunities as requested by IFB.

The undersigned hereby signify that they are the authorized representative of The Idaho Foodbank and Partner Agency, and may legally enter into this Memorandum of Agreement and Release and bind the respective parties to the terms, conditions and limitations contained herein.

Signature of authorized Partner Agency representative

Title

Signature of The Idaho Foodbank's President & CEO

Date